

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

SYNTEL STERLING BEST SHORES MAURITIUS
LIMITED, and SYNTEL, INC.,

Plaintiffs and Counterclaim-Defendants,

v.

THE TRIZETTO GROUP, INC.
and COGNIZANT TECHNOLOGY SOLUTIONS
CORP.,

Defendants and Counterclaim-Plaintiffs.

1:15-CV-00211 (LGS) (SDA)

Hon. Lorna G. Schofield

VERDICT FORM

ALL JURORS MUST AGREE TO ALL ANSWERS

Instructions: Please read and answer the questions below, beginning with Question 1. After you have answered each question, follow the instructions that correspond to your answer. The instructions will either direct you to answer another question or direct you to stop.

THE PARTIES' CLAIMS

TriZetto & Cognizant's Claims

TriZetto's Misappropriation of Trade Secret Claims

1. Has TriZetto proved that it possessed one or more trade secrets that was/were misappropriated by Syntel in violation of federal law (Defend Trade Secrets Act) for the period May 11, 2016, to October 18, 2020?

Yes X (for TriZetto)

No _____ (for Syntel)

Please proceed to Question 2.

2. Has TriZetto proved that it possessed one or more trade secrets that was/were misappropriated by Syntel in violation of New York law for the period January 1, 2012, to October 18, 2020?

Yes X (for TriZetto)

No _____ (for Syntel)

Please proceed to Question 3.

TriZetto's Copyright Infringement Claim

3. Has TriZetto proved that Syntel infringed one or more of TriZetto's copyrights?

Yes X (for TriZetto)

No _____ (for Syntel)

Please proceed to Question 4.

Syntel's Claims

Syntel Mauritius' Breach of Contract Claim

4. Has Syntel Mauritius proved that TriZetto breached the Master Services Agreement?

Yes (for Syntel Mauritius)

No (for TriZetto)

Please proceed to Question 5.

Syntel Mauritius' Misappropriation of Confidential Information Claim

5. Has Syntel Mauritius proved that TriZetto or Cognizant misappropriated Syntel Mauritius's confidential information?

Yes (for Syntel Mauritius)

No (for TriZetto/Cognizant)

Please proceed to Question 6.

Syntel's Intentional Interference with Contract Claim

6. Answer only if you answered YES to Question 4: Has Syntel proved that Cognizant intentionally interfered with Syntel Mauritius's contract with TriZetto?

Yes (for Syntel)

No (for Cognizant)

Please proceed to Question 7.

Syntel Inc.'s Intentional Interference with Contractual Relations Claims

7. Did TriZetto or Cognizant intentionally interfere with Syntel, Inc.'s contractual relations with Swapnil Dilip Adhav, Atul Shirdhar Patil, Parul Kumar, Abhishek Thakur, and/or Ankit Shah?

Yes (for Syntel, Inc.)

No (for TriZetto/Cognizant)

Please proceed to Question 8.

DAMAGES

Compensatory Damages for TriZetto's Claims

8. *Answer only if you answered YES to Question 1: What is the dollar amount of compensatory damages, if any, TriZetto is entitled to receive from Syntel, for the misappropriation of trade secrets under federal law, which permits recovery of avoided costs?*

\$ 284,855,192

Please proceed to Question 9.

9. *Answer only if you answered YES to Question 2: What is the dollar amount of compensatory damages, if any, TriZetto is entitled to receive from Syntel, for the misappropriation of trade secrets under New York law, which does not permit recovery of avoided costs?*

\$ 142,427,596

Please proceed to Question 10.

10. *Answer only if you answered YES to Question 3: What is the dollar amount of compensatory damages, if any, TriZetto is entitled to receive from Syntel, for copyright infringement?*

\$ 59,100,000

Please proceed to Question 11.

11. *Being mindful of not awarding damages that result in double or multiple recovery for the same injury, what is the total amount of compensatory damages, if any, TriZetto is entitled to receive from Syntel in light of your answers to the previous three questions?*

\$ 284,855,192

Please proceed to Question 12.

Compensatory Damages for Syntel's Claims

12. Answer only if you answered YES to Question 4 or 6: What is the dollar amount of compensatory damages, if any, Syntel is entitled to receive for TriZetto's breach of the Agreement's confidentiality provision (section 19.01) and/or Cognizant's intentional interference with the Agreement?

\$ _____

Please proceed to Question 13.

13. Answer only if you answered YES to Question 5: What is the dollar amount of compensatory damages, if any, that Syntel Mauritius is entitled to receive for the misappropriation of confidential information?

\$ _____

Please proceed to Question 14.

14. Answer only if you answered YES to Question 7: What is the dollar amount of compensatory damages, if any, Syntel Inc. is entitled to receive for intentional interference with the five employment contracts of Swapnil Dilip Adhav, Atul Shirdhar Patil, Parul Kumar, Abhishek Thakur, and/or Ankit Shah?

\$ _____

Please proceed to Question 15.

15. Being mindful of not awarding damages that result in double or multiple recovery for the same injury, what is the total amount of compensatory damages, if any, Syntel is entitled to receive from TriZetto/Cognizant in light of your answers to the previous three questions?

\$ _____

Please proceed to Question 16.

Punitive Damages

16. Answer only if you answered YES to Question 8 or 9: Do you find that TriZetto is entitled to receive punitive damages?

Yes (finding for TriZetto)

No (finding for Syntel)

If you answered "YES" to Question 16, please proceed to Question 17.

If you answered "NO" to Question 16, please proceed to Question 18.

17. What is the dollar amount of the punitive damages TriZetto is entitled to receive from Syntel?

\$ 569,710,384

Please proceed to Question 18.

18. Answer only if you answered YES to Question 12 and awarded damages for Cognizant's intentional interference, or YES to Question 13: Is Syntel entitled to receive punitive damages from TriZetto/Cognizant?

Yes _____ (finding for Syntel)

No _____ (finding for TriZetto/Cognizant)

If you answered "YES" to Question 18, please proceed to Question 19.

If you answered "NO" to Question 18, please proceed to Question 20.

19. What is the dollar amount of the punitive damages Syntel is entitled to receive from TriZetto or Cognizant?

\$ _____

Please proceed to Question 20.

DEFENSES

Syntel's Affirmative Defenses

Laches

20. Answer only if you answered YES to Question 1 or 2: For any trade secrets that you find Syntel misappropriated, has Syntel proved its affirmative defense of laches?

Yes, for all _____ (for Syntel)

Yes, for some _____ (for Syntel)

No X (for TriZetto)

Please proceed to Question 21.

21. Answer only if you answered YES to Question 3: For any copyrights that you find Syntel infringed, has Syntel proved its affirmative defense of laches?

Yes _____ (for Syntel)

No X _____ (for TriZetto)

Please proceed to Question 22.

Waiver

22. Answer only if you answered YES to Question 1: For any trade secrets that you find Syntel misappropriated under federal law, has Syntel proved its affirmative defense of waiver by a preponderance of the evidence?

Yes, for all _____ (for Syntel)

Yes, for some _____ (for Syntel)

No X _____ (for TriZetto)

Please proceed to Question 23.

23. Answer only if you answered YES to Question 2: For any trade secrets that you find Syntel misappropriated under state law, has Syntel proved its affirmative defense of waiver by clear proof?

Yes, for all _____ (for Syntel)

Yes, for some _____ (for Syntel)

No X _____ (for TriZetto)

Please proceed to Question 24.

24. Answer only if you answered YES to Question 3: For any copyrights that you find Syntel infringed, has Syntel proved its affirmative defense of waiver?

Yes _____ (for Syntel)

No X _____ (for TriZetto)

Please proceed to Question 25.

Estoppel

25. Answer only if you answered YES to Question 1: For any trade secrets that you find Syntel misappropriated under federal law, has Syntel proved its affirmative defense of estoppel?

Yes, for all _____ (for Syntel)

Yes, for some _____ (for Syntel)

No X (for TriZetto)

Please proceed to Question 26.

26. Answer only if you answered YES to Question 2: For any trade secrets that you find Syntel misappropriated under state law, has Syntel proved its affirmative defense of estoppel by clear and convincing evidence?

Yes, for all _____ (for Syntel)

Yes, for some _____ (for Syntel)

No X (for TriZetto)

Please proceed to Question 27.

27. Answer only if you answered YES to Question 3: For any copyrights that you find Syntel infringed, has Syntel proved its affirmative defense of estoppel?

Yes _____ (for Syntel)

No X (for TriZetto)

Please proceed to Question 28.

Unclean Hands

28. Has Syntel proved the defense of unclean hands?

Yes _____ (for Syntel)

No X (for TriZetto/Cognizant)

Please proceed to Question 29.

29. Has TriZetto/Cognizant proved the defense of unclean hands?

Yes X (for TriZetto/Cognizant)

No _____ (for Syntel)

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. Each juror should then sign the verdict form in the spaces below and notify the Court Security Officer that you have reached a verdict.

Each juror should place his or her signature on the lines below.
I attest that the foregoing accurately reflects the jury's decision.

1. Susan Gross
Foreperson

2. Deborah Dennis

3. Jennifer Weiss

4. Carolyn Malone

5. J

6. Ryan Vl

7. ST

Dated: October 27, 2020

You are finished. Please provide this completed form in a sealed envelope to the Marshal.